

2011 APR 14 AM 11:29

U.S. BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ CLK

Honorable Judge Marc Barreca

Chapter 13

Hearing Date: May 5, 2011

Hearing Time: 9:30 AM

Hearing Site: Courtroom 7106

Response Date: April 28, 2011

IN THE UNITED STATE BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

IN RE:

Rodolfo M. Masangkay and
Asiatica E. Masangkay

Debtors.

NO. 09-13671-MLB

RESPONSE ALLOWING MY ATTORNEYS
WITHDRAWAL AND REQUEST FOR SELF
REPRESENTATION.

I reluctantly agree to the withdrawal of my Atty, Sheila O' Sullivan, as I believe that our communications are not likely to improve. I intend to represent myself and my husband.

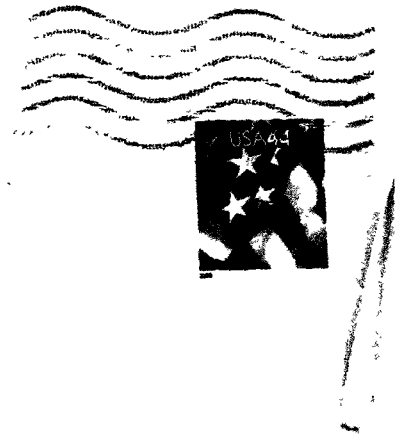
In regards to the first filing of my response, this was stricken by Ms. O'Sullivan, without giving me notice. It arrived one day after the court hearing, and I am including some exhibits and evidence how my lawyer treated me as a client in pertaining to this case.

Respectfully submitted on April 14, 2011

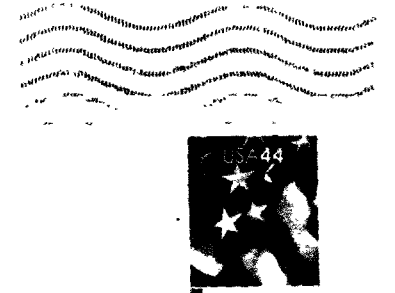
By: *Asiatica E. Masangkay*
Asiatica E. Masangkay

Prose

05 APR 2011 PM 11



05 APR 2011 PM 11



Postmarked: Spokane, WA 05 APR 2011
Received: April 08, 2011 in the afternoon
Note: Received one day after the hearing
Contained: Rescheduling of court

Judge	Marc L. Barrera
Chapter	13
Hearing Date	May 5, 2011
Hearing Time	9:30 am
Hearing Site	Courtroom 7106
Response Date	April 28, 2011

IN THE UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In Re

Rodolfo M. Masangkay and
Asistia E. Masangkay,
Debtors.

NO. 09-13671-MLB

MOTION FOR ORDER AUTHORIZING
WITHDRAWAL OF ATTORNEY

I. NOTICE OF HEARING

PLEASE TAKE NOTICE that Debtor's motion to withdraw as Attorney IS SET FOR
HEARING as follows:

JUDGE: Marc L. Barrera

TIME: 9:30 am

PLACE: United States Courthouse

DATE: May 5, 2011

Courtroom 7106

IF YOU OPPOSE the Motion, you must file your written response with the
court clerk, serve two copies on the judge's chambers and deliver copies to the
undersigned NOT LATER THAN THE RESPONSE DATE, which is April 28, 2011.

IF NO RESPONSE IS TIMELY FILED AND SERVED, the court may, in its
discretion, GRANT THE MOTION PRIOR TO THE HEARING WITHOUT FURTHER
NOTICE and strike the hearing.

MOTION FOR ORDER AUTHORIZING
WITHDRAWAL OF ATTORNEY -1



Leen & O'Sullivan, PLLC

II. MOTION TO WITHDRAW

I, Sheila O'Sullivan, attorney of record for the debtors, Rodolfo M. Masangkay
Asistia E. Masangkay, move the court for an order authorizing withdrawal as
attorney for the debtors as a result of communication problems between counsel and
the debtor.

DATED this 4th day of April, 2011.

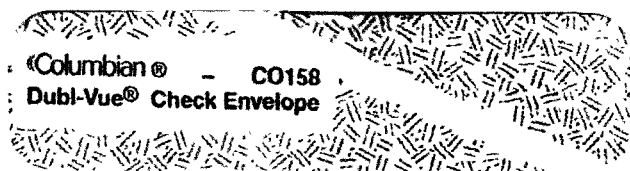
/s/ Sheila M. O'Sullivan
Sheila M. O'Sullivan
Attorney for Debtor

WSBA #28656

MOTION FOR ORDER AUTHORIZING
WITHDRAWAL OF ATTORNEY -2

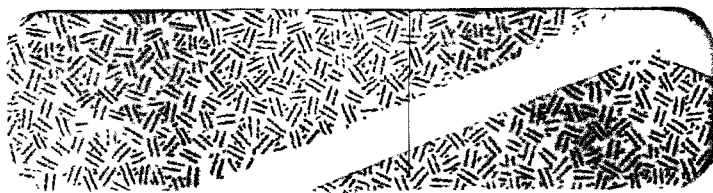


Leen & O'Sullivan, PLLC

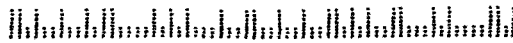


SEATTLE WA 981

05 APR 2011 PM 8 L



9805783439



Postmarked: Seattle, WA 05 APR 2011
Received: April 06, 2011 in the afternoon
Contained: Billing

Asiatica & Rodolfo Masangkay
Account No. 4000.001
RE: Chapter 13

Statement Date: 03/31/2011
Statement No. 4
Page No. 2

Balance Due		Past Due Amounts				
0-30	31-60	61-90	91-120	121-180	181+	
446.16	4,260.93	0.00	0.00	0.00	0.00	

\$4,707.09



Leen & O'Sullivan, PLLC
Attorneys at Law
590 East Denny Way
Seattle WA 98192

If your statement reflects a transfer from funds in trust, we will transfer that amount 7 days from the date of this statement. Please let us know prior to that date if you have a question regarding your bill.
Please remit any remaining balance.

Your honor, in response with communication gap, how hard is it to communicate with me as a client, when all I demand is clearly written, either with email or letters besides verbal with supporting evidence.

I am concerned with attorney fees, questioning whether she is entitled. We request that all attorney fees will be supported with detailed statements of work done.

1. Communication with attorney O'Sullivan:

A. I emailed her about my concern with attorney Christina Henry's fees, because I object her getting more since the job was not done. Court decision on 12/02/10, up to now, Bank of America did not return the money, nor fix the screwed up loans. Concerning real property tax has been a big issue for almost three years now, the Trustee doesn't pay. Sheila emailed me that she is not objecting for Ms. Henry's fee because we will lose anyway. She is making decision without consulting me (Exhibit A and Exhibit B).

2. Not a nice treatment:

My husband and I went to her office requesting emergency refund from the Trustee of \$170 for my husband's co pay (pharmacy). With all my struggle, she refused to come out from her office nor answer the phone, instead she emailed me saying she couldn't ask for emergency refunds because there was no prior notice, and saying to just take my husband to the hospital because we had insurance anyways (Exhibit C).

3. False Promises:

When attorney O'Sullivan took over attorney Henry I was told that I will get the refund from Bank of America before Christmas. I heard nothing from her until last March 4, when I had an appointment with her; she said Bank of America is not responding to her nor attorney Henry. I told her I am just an ordinary person, and I am getting response from Bank of America. But you are a lawyer, doesn't the company have a code of ethics.

I was told that she is going to communicate with Bank of America about the screwed up loan payment sent by the Trustee. It all went to late fee and miscellaneous. I followed up Bank of America and requested for loan history payment and nothing changed.

I was told that she will request an accountant from the Trustee to figure out how much money left from Key Bank since the other loan was dismissed and the other loan was 60% off. Now Trustee refused to give me case overview not until from six months that makes me not aware of anything going on.

4. Received \$2000 from the office of attorney O'Sullivan:

I received a check of \$2000 without anything on it just the check and envelope. I wanted to clarify from her office what is that money for and where did it come from. The front desk said it is extra from Bank of America. I was curious since the money I am expecting from Bank of America is \$13,200 plus. So I called again, asking how it became only \$2000, and according to the front desk, because that is the only left over after paying everything. I refused to cash the check until I clarify attorney O'Sullivan, where that money came from. Attorney O'Sullivan will not answer the phone, nor answer the email for a while. I finally got an answer, that I can cash it so I can fix our plumbing problem (Exhibit D).

5. Unfinished job:

As Ms. Henry did not finish the work assigned to her, your honor the Bank of America refund, Key Bank, and student adversary hearing. Your honor prior to that, I have a lot of concern about the disbursement of money by the Trustee to creditors that I was trying to contest due to false claims for duplication of payment by the Trustee. Those matters were not brought up to court although the Trustee was aware of my concern. Money disbursed before the deadline conversation with Trustee plus letter through case overview (Exhibit E).

6. Attorney O'Sullivan took over with Ms. Henry but it seems Ms. O'Sullivan is totally not informed of how things are going on, appointment with O'Sullivan (Exhibit F). /F

7. Subjects to be followed up/ Lawyers aware from the very beginning:

- 1) BECU
 - 2) Santander
 - 3) HFC
 - 4) Life Insurance
 - 5) Property Tax
 - 6) Mr. Bundt/ Bremerton Property
- (Exhibit G)

8. Attorney and Trustee fees according to case overview:

- 1) Ms. O'Sullivan
- 2) Ms. Henry
- 3) Mr. Wells
- 4) Mr. Gegnier
- 5) Mr. Carlson - Mr. Bundt's lawyer

All of these lawyers and the Trustee were paid tremendously high, while my family is deprived to live a normal life.

A. We live in a biohazard environment that sewer problems were not fixed immediately. Insurance denied for coverage.

B. Medical and dental problem was not attended to immediately or not at all because money received is not enough to pay the co pay for example Rodolfo partial was not able to pick up because of co pay since he is diabetic, his partial dentures is poking his gums that make it bleed every time he chews, diabetic people don't heal when they have cuts. Another example, co pay on his medication because three medications already cost more than \$100 and the rest is more.

C. Life insurance which was cut off due to nonpayment of premiums available supposed to be reinstated but lawyers did not follow up to refund from the Trustee while money was disbursed by the Trustee inappropriately.

D. Delinquency on property tax was denied payment by Trustee although it has been brought up with two lawyers, money on the funds was extremely big and it is a shame the tax is not being paid.

E. Emergency problems concerning house maintenance as heater leak on gas fumes cannot be fixed immediately until we have to deal with winter time no heater and no amount of blanket can make us warm.

F. We were not able to assist my children on their college education since this problem occurred when they were starting to be in college. It is a shame that I work too hard with two jobs before to prepare for their education. Scams occur on our finances that I thought it will be sold with the right process of this bankruptcy, it took too long to resolve but no clarity of where the money goes, we were extremely charged for services that are nonstop without good result, nothing on my expectation nor my demand were followed by my lawyers but they followed their wills of collecting my money.

Exhibit A



Asiatica Masangkay <asiatica.masangkay@gmail.com>

(no subject)

1 message

Asiatica Masangkay <asiatica.masangkay@gmail.com>

Fri, Feb 18, 2011 at 11:46 AM

To: Sheila O'Sullivan <sheila@leenandosullivan.com>

Dear Sheila,

Thank you for your diligence with regard to my case. I know it has been messy and there is a lot for you to read, my hope is that we can sort out our communication so that it's more smooth and less stressful for both of us.

I appreciate your working towards the emergency funds (while being aware of the great need to pay the property taxes) around my husband's medicine needs. As we have been busy focusing on my case, I am learning what to tell you and when. I didn't realize the cost of the repairs attached to the plumbing problem, so I didn't know how his health would be jeopardized so soon as we don't have the money to pay the co-pay for his insulin. I will try to give you notice about anything that might be coming up and pressing, and understand that with your getting the amount of our garnished wages dramatically lessened, that shouldn't be a problem in the future. I do appreciate your working with the trustee to undo part of the original bankruptcy mess of wage garnishing!

I see that my property tax is owed \$6, 476.99 at this point. I look forward to hearing when that's paid. Please let me know if there is something I need to do around that. ✓

I think part of the reason I was confused about the money to spend on the plumbing emergency costs, is that I was under the impression that I would have received the refund from BofA prior to Christmas. I see the paperwork dated the 4th of February.

If you can block Christina from taking more money now.. or greatly reducing that amount, please do so. Then, we can go after the money already taken when the other messes are cleaned up and there is room/time to do so ✓

That's wonderful if you can set I up so only \$100 is garnished from my paycheck. Thanks! The next step will then be to clean up the BofA situation. The final goal will be to know who and where I pay my mortgage payment. I'll need to know the exact amount, the address in which to send it (or if we can set up automatic withdrawal), and if we can't get all of the specifics for the reasons that follow, if I can pay something the first month to make sure I don't jeopardize my home. First (?), as we've discussed, we need to have their records cleaned up and the payment made in the past posted to the proper accounts and areas. We need to know from where they were taking put the money but did not apply it to our principle and interest. You'd mentioned the trustee's accountant sorting it out. I'd told you BofA said they would work on it. Between the two, it needs to be sorted out and a clear understanding of how much is still

Exhibit B

1 | Sheila communication problem

2/14/11 Monday

Went to Sheila around 12:30 noon, I wrote a note to Sheila asking for a little emergency refund from the Trustee, due to my husband's co pay for medication is \$170. I also added that my bills are a little bit behind because money was used for repair with the sewer problem. The front desk wrote a little note since Sheila went to lunch. I asked the lady to make a copy of her note and she attached a copy of her note to mine. I was told that Sheila will call me. We decided to go to St. James cathedral (church) while waiting for Sheila to call. Around 2:30 PM I received no call, so I called Sheila's office and the front desk said Sheila was back from lunch and she got the note. I said we are around the area so I am coming since the emergency refund needs my signature. I went up to the front desk, and they said everything was ok and they were doing their best. I mentioned if they needed my signature. One lady came out and said no need for a signature, and tomorrow I would just pick it up. I said, "Are you sure"? She said, "Wait for their call". I thanked them so much because the co pay was \$170 for three medication, insulin, cholesterol, and high blood pressure. And it will come from Oregon, mail order. I have to go to work at 4 PM, and it was already 3:15 PM.

2/15/11 Tuesday

I waited for the call, and I didn't get any. Around 10:30 AM, I called if I needed to go pick up something. The front desk secretary said, "Sheila will call you". I waited and it was already 2:00 PM. I did not receive the call. I need to know if Sheila forwarded the request to the Trustee, and also I have no idea what she proposed and how much she requested, because I mentioned I needed \$170 to pay for the co pay and also extra money to pay my bill for this month. Since the money my husband received from his pay check was used for fixing the sewer and the floor damage, which was a bio hazard waste. I was told to wait for her call. I need to know the answer, since we are going to work at 4 PM, around 2:20 PM, I called again and the front desk said Sheila already emailed me. I said I have no access to email since my daughter is not home. All I need to know is if you can get the answer by giving her a little note if she filed or not. So even if she is in a meeting, she can just nod her head no or yes. The secretary said yes I will do that. My daughter arrived at 2:45 PM, and got the email. She said on the email she needs a prior notice to do that emergency refund. Sheila called me and she said she cannot do it. She needs prior notice because it will go to court. I said I know that, since Jeff Wells did that to us before, and all she has to do is put an electronic request to court (motion). She said she still has to think what to say. I said all you have to say is to request a co pay and picking up of medication. She said the Trustee did not like that. I said why not when it is for my husband's medication. She said you can take your husband to the hospital, don't you have insurance? I said of course I can take my husband the hospital, but that is just a onetime shot. What he really needs is his daily medication for his diabetes, high blood pressure and cholesterol. I asked her if she can do it or not, and she said no, because there was no prior notice. I said you know that the money we have got paid to the repair of the sewer, and also you told me that we would get that money from Bank of America within two weeks, the \$13,200, since 12/02/10. She said she is suing Bank of America. I asked why? She said because of the refund. So I said to her, you are not asking the Trustee, then I will do it myself.

I called up the Trustee, and it was always the message. I left a message if they could call me back for an important question. The third call, Phil answered, he said yes we can refund but it needs to be done by my lawyer. I asked Phil how much money we have in the fund. He said over \$7000. I called up Olympia, Senator A. Klines office, Yoshi answered. I told her the situation. She told me to call 211, for help. I did call 211, and I was directed to a lot of organization who do community services. I got the patient advocate 18005325271 option 2. I got a lot of information that if problems about co pay, they can help. We will be assigned to a case manager. I told them all the information about the pharmacy in Oregon, and our insurance co pay.

2 | Sheila communication problem

We left the house around 3:35 PM, a little late. Around 3:45 PM, the cell phone rang while we were in I-5. We were close to UW, and I hate to call late to work since it has been one time within this two weeks, after appointment with Sheila. I said I'll wait for a call tomorrow. The message said Sheila will not be there, but the office will be open until 5:30 and they needed me to sign something. My daughter called around 4:45 PM at my work and crying, saying that this lawyer is upset, why I didn't go to sign. I said too late for that I am now at work. My daughter said she can pay the co pay, and she doesn't want her dad to die. I said it is ok, because east coast already helped.

2/16/11 Wednesday

Nancy Huenfield called and said Sheila emailed her and she was very upset, but she said I have an appointment with her, so we will talk about it tomorrow. I called up J.D. and left a message. I was so worried so I called up Puget Sound, and Renton utility to make arrangements, and right away they accommodated my request. The only problem now is the medication. The insulin is running short, and is the only one that can bring my husband's blood sugar down. We went to work.

2/17/11 Thursday

Went to Nancy Huenfield appointment, I was very surprised how Nancy got so upset, that I cannot keep calling Sheila and I cannot dictate her what to do. Atty. had different wordings that I don't understand. I told my story but she interrupted me saying if I will not stop calling the Trustee, she is going to hospitalize me then I can never talk to Trustee anymore, and no one will ever believe me on whatever I say. I was scared, and I kept quiet, she is not siding with neither one of us, only that we have to maintain Sheila, because no one will get into this case anymore, so I would have no more lawyer. I understand her concern. But what is this, I lost all my rights, and I don't know anymore where this case is going to. At 11:20 AM, there was a call from case manager, patient advocate on our caller id, while we were at Nancy Huenfields appointment. I called that number, but the message said the case manager was away from his desk.

2/18/11 Friday

Did not receive any call from Sheila as a follow up, and I cannot call because she never answers by phone, only email. I got an email saying Trustee denied her request because of no signature. I didn't have any copy of her request, since she could really email her request and I could sign, then forward it back to her again so she can forward it to court. We went to work and no message. But when I come home after midnight, a letter from the Trustee saying Sheila's request for emergency refund was denied, why? Is that the only money now in the Trustee that need to pay the property tax. It has been almost three years, no property tax payment, with every conversation with Christina, and a letter that I prioritized the property tax. Now if Trustee granted that \$7000 that Sheila asked, where will I get money to pay for Property tax, that be put on my hand. Trustee disbursed \$174,000 of our money, but why property tax that was more than \$3000 before, never got paid.

2/19/11

Received an envelope from Trustee, it says I put a petition on 2/17/11 that my paycheck will be returned starting next pay period and they will only garnish \$50 per pay period. I am very confused, since nothing was cleared with Bank of America. If when is the payment of the mortgage. The lawyer was notified last appointment that I do not want my payment will be mixed up again. I told her to clarify everything before going into that taking the money from the Trustee's hand.

Exhibit C/*F*

On 3/4/11 I had an appointment with Sheila, I arrived to her office five minutes early, and the front desk acknowledged Sheila our presence. In a few minutes, the secretary asked me to read some documents, and if I agree I should sign. It is about Devry University adversary hearing, and also Key Bank the manufactured loan that was dismissed. I agreed and signed. In a few minutes, Sheila came down holding the papers I had just signed. She remained standing and I stood, she said that she didn't understand what Christina meant in doing an adversary hearing with Devry. It should be EMC. I told her that Christina meant that Devry is liable with the money disbursed by Wychovia, when my two kids did not use it since they were expelled. Devry did not return the money to Wychovia. Also Wychovia sold that loan to Sallie Mae, which is now EMC. So Sheila said to me, you have to pay the loan, I said why? She said because we are doing the adversary to Devry. I said this was already cleared by court two times, and the reason Christina is doing an adversary hearing is to make sure that we will not be bothered in the future.

Sheila talked about the payment for Christina that she emailed me, that she is not doing anything about it since we lost anyway because Christina was to be paid no matter what, and filing to contest was already late. I said, according to Christina's papers, that she filed, we can contest before the tenth of March. She said it should have been filed March 3rd. Which is one day before my appointment with her and also she was out of town when she emailed me February 28, which is three days before the deadline. I told Sheila that I am not contesting the payment, but I want the court to know how Christina turned her back from the case, and let you take over, which you don't know what is going on, and how will you start nor to end. I said the judge want her to finish three cases claim before she exits, which are the Bank of America, Key Bank and Student loan adversary hearing. Sheila said literally, Christina is out of this already. I know but let the court know, but Sheila said that is irrelevant to the case. I said I still want the court to know, that Christina left us in limbo.

I mentioned Sheila about BA, that I still did not receive the money from Bank of America, she said I will do that for you. I told her that the money paid by the Trustee to BA was not applied to the mortgage, but went to miscellaneous and late fees. I asked her if she asked BA about the payment history. She said no, I told her that I got a copy which is from 2007 to present. I gave her the copy, and she made a copy for her. I mentioned about the mortgage, that since she requested that I will have my paycheck back I am now the one to pay the Bank of America mortgage which is very messy because I do not know whom to pay, where to pay, and how much to pay, since I don't know if it will go to the modified loan. She told me she will work on that. She already told me that since the last meeting a month ago, that I received no information or copy of her transaction with Bank of America, except for her pay from the court and itemized billing, and withdrawal of money from the fund, which was denied \$7000.

I mentioned to her about the property tax and she said the Trustee has no more money in my funds. I said why, she said because the money will go to Christina. I said why the tax is not being paid up to now, since they disbursed \$174,000 and mostly inappropriately disbursed. Why that tax is only \$3000 before, and now it is over \$6000, yet they did not pay. She said they have to get the money from my paycheck to pay the tax, and I will expect a lesser amount of money that previously proposed of receiving my paycheck back, leaving only \$100 per month to the Trustee. I said it is ridiculous that the Trustee did not listen to me before. I told them to hold on disbursing the money because a lot of false claims that was not disputed by my lawyer and most importantly, my obligation to pay the tax is not being paid. Then I told Sheila let the Trustee reduce that money. She said how, well I am supposed to receive more than \$20,000 back from Key Bank overpayment and that money is still with the Trustee. Sheila said how you did that. I said the manufactured loan was dismissed and the money paid for that should be returned, also the factual loan was negotiated and agreed with 60% off. The Trustee already disbursed more than \$51,000 to Key Bank and the 60% off is approximately \$29,000. Now that money

2 | Meeting with Sheila

should be back to me. She said I don't know about that. I said if it's just plain and simple math, plus and minus.

She asked me if I received my pay check, I said no. We got paid already but UW is still sending the money to the Trustee. I forgot to ask Sheila if the Trustee will refund me that paycheck sent by UW on pay period of February 25.

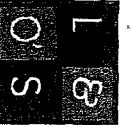
I mentioned to Sheila that communication between me and her is so slim that I could address a more direct and immediate acknowledgement of what is going on, especially concerning court. She said there is neither court going on nor the future as of now, but I insist on her no matter what, by email or by phone, I still need a copy by mail.

She seems to be confused of what she is going to bring up to court about adversary hearing, that she was mentioning that she will change her wordings. I mentioned to her why don't you call Christina as I understand I said Christina put that on her motion and as long as I am concerned it is clearly stated to what Christina's point of view.

We were done with the meeting after a period of one hour, remaining standing in the front of the front desk by the hallway. Sheila has nothing with her, but a piece of paper which she is writing notes on every corner of it. My impression after the meeting is that she will not even recognize what are those she was writing about. My fear is that, will I be charged another \$300, for that meeting? It seems ridiculous that money is like a fountain flowing towards them, but emptying our pocket. I asked her, when is the next event, as concerning the progress of what I am asking her for. She said she will let me know.

We left the building around 12 noon, I and my husband were desperately hopeless, hearing no progress, and no advancement of the case at all.

Exhibit D



LEEN & O'SULLIVAN, PLLC
POOLED IOLTA FOR LEFOW
520 EAST DENNY WAY
SEATTLE, WA 98122
PH. (206) 325-6022

US BANK

5293

DATE

NUMBER

AMOUNT

01/19/2011

5293

**\$2,000.00

PAY

*** TWO THOUSAND & 00/100 DOLLARS

Asiatica Masangkay

TO THE
ORDER OF

Asiatica & Rodolfo Masangkay
4000.001

AUTHORIZED SIGNATURE

Rodolfo Masangkay

⑈005293⑈ ⑆125000105⑆ 153560658731⑈

Leen and O'Sullivan, PLLC
Attorneys at Law
520 East Denny Way
Seattle, WA 98122

SEATTLE WA 98122

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US POSTAGE
FIRST-CLASS
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98122

Asiatica & Rodolfo Masangkay

409 Maple Ave NW

Renton-WA-98057

985783493

⑈005293⑈ ⑆125000105⑆ 153560658731⑈

Security features included Details on back

Exhibit E

January 8, 2011

Rodolfo & Asiatica Masangkay
409 Maple Avenue N.W.
Renton, WA 98057

Re: Final Items Unresolved in your Bankruptcy Case# 09-13671

Dear Rodolfo and Asiatica:

I am writing to inform you that my services on your bankruptcy have now completed. As you know, the court signed the order allowing me to withdraw from your case on December 10, 2010. I have attached a copy to this letter as Exhibit A. This morning the court also signed the order on the Objections to Claim of Key Bank and Bank of America and the amended order concerning the turnover of funds from Bank of America. Copies of those orders are attached hereto as Exhibit B and Exhibit C.

The following items still need to be completed on your case:

- 1) A Motion for Turnover should be filed against LVNV to get any funds back from them since the Order on the Objection to their claim was entered by the court on January 6, 2010.
- 2) Your new attorney should file an adversary proceeding against LVNV (formerly Key Bank) concerning the nature and priority of liens, etc for the third deed of trust. The Objection to Claim was ruled in your favor but an adversary proceeding needs to be completed to permanently wipe it out.
- 1) You also need to file a student loan adversary proceeding against DeVry University not the current loan holder. The issue is that DeVry did not refund money back to you when your sons withdrew from the school. I believe DeVry had policies that allowed refunds for students that only attended a short time and instead of refunding the student loan they kept it. The people at DeVry are very hard to get a hold of but here is their contact information along with other contacts you may want your attorney to follow up with.

Exhibit G

April 16, 2009



Asiatica E Masangkay
409 Maple Ave NW
Renton WA 98055

Dear Asiatica E Masangkay:

Subject: Notice of Sale of Repossessed Vehicle for Account Number: 1001320025

Your vehicle has been sold. Below are the details regarding the sale. You are responsible for any deficiency balance of the loan referenced above.

Make and Model: 1999 Toyota 4Runner
VIN #: JT3HN87R0X0247931
Repossession Date: March 18, 2009
Sale Date: April 09, 2009
Selling Price: \$2,500.00
Selling/Collection Expense: \$320.00
Warranty/Insurance: \$964.00
Payoff Amount Due: \$6,295.43

You must contact us immediately to make arrangements to pay the Payoff Amount Due. If you fail to do so, we intend to exercise our rights under the law. You will no longer be a member of this credit union and will not be eligible until this balance and any other amounts owing to us are paid in full. BECU will have no other choice but to declare your defaulted note a loss to the credit union, terminate your membership, withdraw all membership privileges and assign this debt to Loan Loss Recovery, who will take the necessary action to collect this amount, interest and any other charges incurred.

In addition, this loan loss charge off action will be reported to the credit reporting agencies and you will be obligated to pay reasonable cost of collections, including but not limited to, court costs and attorney fees.

Please contact the Asset Recovery Department at 206-812-5181, and select prompt #3 or, outside Seattle, 1-800-233-2328, Ext. 5181, and select prompt #3.

Sincerely,

BECU

Jennice Perkins
Asset Portfolio Management Officer

BECU NOSL 8/2007

PO BOX 97050, Seattle, WA 98124-9750 • 206-439-5700 • www.becu.org • 1-800-233-2328

My dear Christina,

I received the copy you sent to me by mail, about your conversation with BECU. In response to that here are some of my concerns from the very beginning of the bankruptcy.

1. I am objecting the issue concerning car insurance. From the very beginning I have been contesting that the whole amount to be refunded to me, not in regards to anything else but my right to have that car. I was denied of my right to buy it back from them, and I was tortured that within 24 hours if the car isn't turned in to them, it would get towed anywhere we park. I offered BECU \$2000 down payment and also double the monthly as soon as the problem is done. They gave no mercy and we were not allowed to keep our car. Eleanor a BECU employee instructed me on where to put the key, since I told them that we couldn't bring the car in front of BECU because my husband and I would have no ride back home. The statement, that I did not like the car and surrendered it to them was a lie.

You already have a copy of my conversation with Eleanor from BECU, who called me one day after the first bankruptcy was dismissed.

It is a shame that the car insurance was not paid while the trustee garnished a huge amount of money from our paycheck from the very beginning of our bankruptcy, during the time we were with Mr. Wells, and also knowing that Mr. Wells knew all about it. The story about the messed up insurance will be attached.

2. In regards with Mr. Bundt the two checks were confirmed from Bank of America. So don't worry about that. My concern is the closing of the Bremerton lot, Mr. Carlson took an extra \$4000 for himself, claiming he was a second mortgage, I wish to have that back.
3. I received a call from a Key Bank employee at the Key Risk Operation Department from Cleveland Ohio, on 6/16/2010, claiming they were foreclosing our house. According to the employee there were four accounts with different balances. I then went to a Key Bank branch in Renton, and found out with the manager that I only had one account with them, Account Number: 96473101840603. Also the manager said once you open another account, the old account becomes closed.

Did you not clarify any of this to their lawyer? I need a copy of your transaction with them, and also what you found out about what account was active and what was closed? This is getting to the point where everything is so messy, and I am not giving up on the 60% off offered from Key Bank. There was enough money in the trustee during the offer of 60% off, and there was no reason why we did not get that on time.

4. Bank of America:

The trustee disbursed a lump sum amount of \$13,290.41 to Bank of America, and I want that back. The mortgage from Bank of America was modified while we were in bankruptcy. The monthly payment was already being paid by the trustee, so why is it that the big lump sum of money was disbursed despite of the fact that we already modified our loan with Bank of America. The money could have been used in addition for the 60% off payment to Key Bank.

5. I am glad Household Finance will send you a copy of my payment history. I should have more payments that I don't have a receipt of, mostly payments over the phone. I want that \$4000 back, that the trustee dispersed HFC.
6. I did not receive a copy or notice of the court on July 29? So I would like more information about the court date.

Thank you and I am hoping for a good resolution for this.

Sincerely,

 Asiatica Masangkay

2002 Nissan Altima – Used car purchased on 03/03/2007 – Accident on 07/08/2010

Total sale price upon purchase = \$14,071.91 with 20.99% interest rate

Finance amount of \$9,873.41, Down payment of \$4,250

Trustee paid \$ 4,459.23 to financier

Total loss, insurance paid \$8059.94 to Santander Financer

I lost the use of the car and my down payment plus the payment made by the trustee.

This is the result of when BECU did not allow me to keep my car after the dismissal of the first bankruptcy case.



payment made to HFC

HFC RECORD

my RECORD

Date	\$	\$	Date
3/27/04	146.76	146.76	3/27/04
5/4/04	293.52	303.52	5/3/04
7/1/04	293.52	393.52	7/1/04
9/27/04	293.52	293.52	9/23/04
11/11/04	293.52	293.52	11/8/04
12/23/04	176.76	176.76	12/22/04
2/11/05	303.52	303.52	2/5/05
4/25/05	293.52	303.52	4/25/05
		146.76	4/25/05
		151.76	4/25/05
6/27/05	293.46	293.46	6/27/05
9/6/05	166.76	166.76	9/6/05
10/10/05	293.52	303.52	10/10/05
1/5/06	293.62	293.62	1/5/06
1/30/06	221.00	221.00	1/30/06
2/15/06	221.00	221.00	2/15/06
4/15/06	323.52	323.52	4/15/06
9/25/06	557.04	551.04	9/25/06
	\$ 4458.56	\$ 4877.08	

Note:

Record & trace was only what I recover from my file w/c shows almost exactly the same as HFC record.

most of the payment were double due to the late mailing no available stamps on pt again by phone. Check issued were either from Bank of America or Washington State Credit Union.

Lawyers for Bankruptcy:

1. Travis Gagnier =

- i. \$1907.50 Trustee paid
- ii. \$1200.00 Cash Masangkay paid

2. Steve Callson =

- i. \$10450.00 Trustee paid

3. Jeff Wells =

- i. 2/29/08: \$8016.87 Trustee paid
- ii. 8/6/08: \$2392.93 Trustee paid
- iii. 12/31/08: \$2570.91 Trustee paid
- iv. 3/13/09: \$4494.74 Trustee paid

4. Christina Latta Henry =

- i. 12/22/09: \$10278.82 Trustee paid
- ii. 6/30/10: \$2806.71 Trustee paid
- iii. \$1600.00 Cash Masangkay paid

Total paid to lawyers = \$45718.46

Payment to trustee:

1. Oct. 26, 2007 – March 13, 2009

- a. \$2781.74

2. June 16, 2009 – Sept. 30, 2010

- a. \$9838.93

Total paid to Trustee = \$12620.67

Money Trail

1st filing of bankruptcy – money was with the trustee through our paycheck

-Garnished monthly

-Case was dismissed

Lawyers got paid

- 1st lawyer Mr. Gagnier**
- 2nd lawyer Mr. Jeff Wells**

2nd filling of bankruptcy – Money is with the trustee through my paycheck (A. Masangkay), and remaining proceed of sales from Bremerton lot.

Paycheck garnished \$3821.50 per month

8/10/09 – Lot was sold for \$262,000.00

Paid Mr. Bundt off \$134,744.83

Mr. Carlson attorney of Mr. Bundt claimed he is also 2nd mortgage, took \$4,356.36

Trustee got \$94,681.25

The rest of the money distributions to creditors are individually explained on attached copies.

DELTA DENTAL
Washington Dental Service

PO Box 75983
 Seattle, WA 98175-0688
 (206) 522-2300 or (800) 554-1907

Predetermination of Dental Benefits

UNIFORM DENTAL PLAN

RODOLFO M MASANGKAY
 409 MAPLE AVE NW
 RENTON, WA 98055-1039

1596

PATIENT: RODOLFO M MASANGKAY
 PATIENT DOB: 12/01/1951
 RELATIONSHIP: SUBSCRIBER
 SUBSCRIBER: RODOLFO M MASANGKAY
 SUBSCRIBER (MEMBER) ID:

GROUP NUMBER: 03000-90010
 BENEFIT PERIOD: 01/01/2009 - 12/31/2009
 ELIGIBILITY CONFIRMED THROUGH:

PROVIDER NAME: MARVIN HUBER
 PROVIDER LICENSE:
 PROVIDER STATE:

ASSIGNMENT OF BENEFITS: (circle one) Provider or Subscriber

Questions? Call (206) 522-2300 OR 1-800-554-1907

A copy of this form was sent to the provider for his/her information.

This is a pre-treatment estimate and is not a guarantee of payment. Payment is subject to plan provisions and eligibility at the time services are actually incurred. Payment may be reduced by prior payments for this benefit period. Coordination of benefits not performed on Predeterminations.

COB COVERAGE TYPE: No Dual/Non-Dupe

This Estimate Is Based On Non-PPO Benefit Levels

PLAN MAXIMUM: Annual \$ 1750.00
 ORTHO MAXIMUM: Lifetime \$ 1750.00
 ORTHOGNATHIC MAXIMUM: Lifetime \$ 5000.00
 TMJ MAXIMUM: Lifetime \$ 500.00
 ACCIDENT MAXIMUM: \$
 IMPLANT MAXIMUM: \$

Used to Date: \$ 0.00
 Used to Date: \$ 1750.00
 Used to Date: \$ 0.00
 Used to Date: \$ 0.00
 Used to Date: \$
 Used to Date: \$

PREDETERMINATION ISSUE DATE: 08/05/2009

PREDETERMINATION RETURN BY DATE: 08/05/2010

PREP DATE: / /

SEAT DATE: / /

DOES PATIENT HAVE OTHER INSURANCE?

YES X NO

DATE OF SERVICE	SUBMITTED PROCEDURE CODE	PAID PROCEDURE CODE	DESCRIPTION OF SERVICE	TOOTH	SUR-FACE	SUBMITTED AMOUNT	APPROVED AMOUNT	ALLOWED AMOUNT	PAYMENT LEVEL %	WDS PAYS	PATIENT PAYS	PROCESSING POLICIES
	D5110	D5110	Upper Denture	U		1,400.00	1,400.00	1,131.00	40	452.40	947.60	
	D5214	D5214	Lo Part-Mtl w/R	L		1,400.00	1,400.00	1,270.00	40	508.00	892.00	
TOTALS:						2800.00	2800.00	2401.00		960.40	1839.60	

PROCESSING POLICIES

This contract has a nonduplication of benefits provision. This means that if you have other insurance which is the primary payor, this plan may pay an amount less than this estimate or pay nothing.

*Ins 10th
 Total
 1559.60*